

Shenandoah

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006 by and between the City of Shenandoah, hereinafter referred to as the "Employer", and the International Brotherhood of Teamsters, Local Union No. 238, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, Chapter 20, Code of Iowa.

ARTICLE 1
Recognition

The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees of the City of Shenandoah, as certified by the Iowa Public Employment Relations Board, October 11, 1993:

Included: All employees of the City of Shenandoah, Iowa, including Police, Dispatchers, Fire, Water/Sewer, Street, Parks, Cemetery Departments and Library.

Excluded: All elected Officials, Supervisors, Clerical Employees, Confidential Employees and others excluded by the Act.

ARTICLE 2
Non-Discrimination

In accordance with applicable state and federal laws, the Union and the City agree not to discriminate against any employee on the basis of race, ethnicity, color, age, religion, sex, national origin and physical and mental disability.

Disputes concerning this Article shall not be processed through the Grievance Procedure in this Agreement, but shall be resolved through other appropriate procedures such as the Iowa Civil Rights Commission.

ARTICLE 3
Union - Management Relations

All formal negotiations or bargaining with respect to the terms and conditions of this Agreement shall be conducted by authorized representatives of the Union and such authorized representatives of the City.

Agreements reached as a result of such negotiations shall become effective only when signed by authorized representatives of the parties.

ARTICLE 4
Department Procedures and Rules

The City may, from time to time, adopt and publish changes in existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate employer bulletin boards for a period of twenty-four (24) hours. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules or any complaint involving discrimination in the application of such rules shall be resolved through the Grievance Procedure.

ARTICLE 5
Management Rights

Except as specifically modified by this Agreement, the City shall maintain, in addition to all powers, duties and rights established by constitution, provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

A. Direct the work of its public employees.

- B. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
- C. Suspend or discharge public employees for proper cause.
- D. Maintain the efficiency of governmental operations.
- E. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- F. Determine and implement methods, means, assignments and personnel by which the public employer's operations are to be conducted.
- G. Take such actions as may be necessary to carry out the mission of the public employer.
- H. Initiate, prepare, certify and administer its budget.
- I. Exercise all powers and duties granted to the public employer by law.

Notwithstanding any other provisions of this Agreement, the City may take all actions necessary to comply with the Americans With Disabilities Act.

ARTICLE 6

Hours of Work

Section 1: General Employees (except Dispatchers)

- A. The normal workweek for general employees other than sworn Police and Fire employees shall consist of forty (40) hours per week, five (5) consecutive days and will not be changed from week to week to avoid overtime but may include any days of the week. This provision shall not be construed as a guarantee by the Employer of any amount of work in a workweek or as a limitation on the number of hours of work in any workweek.
- B. The normal workday for employees shall consist of eight (8) consecutive hours of work, including a one (1) hour unpaid meal period to be taken when possible. The normal work schedule for an employee shall commence on a date to be set by the Employer. An employee shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last halves of the employee's scheduled workday.
- C. It is understood and agreed that the normal workweek, the normal workday and the normal work schedule set out herein, may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give as much advance notice as possible of any major change of work schedules.

Dispatchers

- A. The normal workweek for Dispatchers shall consist of forty (40) hours per week, and will not be changed from week to week to avoid overtime but may include any days of the week. This provision shall not be construed as a guarantee by the Employer of any amount of work in a workweek or as a limitation on the number of hours of work in any workweek.
- B. The normal work day for employees shall consist of eight (8) consecutive hours of work. The normal work schedule for an employee shall commence on a date to be set by the Employer.
- C. It is understood and agreed that the normal workweek, the normal workday and the normal work schedule set out herein, may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend, or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give as much advance notice as possible of any major change of work schedules.

Section 2: Sworn Police Employees

- A. The normal work period for sworn Police employees shall consist of eighty (80) hours per two (2) week period and may be performed on a six (6) day on and two (2) day off schedule.
- B. The normal workday for these employees shall consist of eight (8) consecutive hours of work, including a meal period to be taken when possible. The normal work schedule for an employee shall commence on a date to be set by the Employer. An employee shall receive, when possible, a fifteen (15) minute break at or near the middle of the first and last halves of the employee's scheduled workday.
- C. It is understood and agreed that the normal workweek, the normal workday and the normal work schedule set out herein, may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give as much advance notice as possible of any major change of work schedules.

Section 3: Fire Employees

- A. The normal work period for Fire employees shall consist of an average of fifty-six (56) hours per week and may be performed on a one (1) day on and two (2) days off schedule.
- B. The normal workday for employees shall consist of twenty-four (24) consecutive hours of duty time. The normal work schedule for an employee shall commence on a date to be set by the Employer.
- C. It is understood and agreed that the normal workweek, the normal workday and the normal work schedule set out herein, may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give as much advance notice as possible of any major change of work schedules.

ARTICLE 7

Overtime

Section 1:

All overtime work, calculated in increments of one quarter (1/4) hour or more, must be authorized and approved by the Employer. The Employer shall only consider holiday leave and compensatory leave as time worked for purposes of computing overtime. An employee shall be required to work such overtime as the Employer requires.

Section 2:

No employee shall be paid or otherwise compensated more than once for work performed, nor shall pay, compensation, or benefits be pyramided.

Section 3:

Overtime shall not be used to punish or reward employees.

Section 4:

All work in excess of the regularly scheduled hours of work for an employer for a day or a week as described in Article 6 shall be considered overtime, except as may be modified herein. All overtime shall be compensated at the rate of one and one-half (1½) times the employee's straight time hourly rate of pay and may be in the form of compensatory time (c" time) off or in cash at the discretion of the employer, although the employee's desires shall be given consideration whenever possible.

Compensatory Time

Section 1:

Employees may accumulate and carryover, from year to year, up to thirty-two (32) hours of compensatory time. At any time an employee's total accumulation of compensatory time exceeds thirty-two (32) hours, the department director may direct that the employee reduce the balance to thirty-two (32) hours within 90 days. If the employee has not done so within the ninety (90) days, the department director may schedule the time to be taken off at the convenience of the City.

The times when compensatory time may be taken shall be at the discretion of the department director, although the employee's desires shall be given consideration whenever possible. When compensatory time off is offered by the department director or requested by the employee, reasonable advance notice shall normally be provided.

Sworn Police Officers may request a cash payment for up to ten (10) hours of his/her accumulated compensatory time ("C" time) in each month during which there are less than six (6) Officers available for regular duty assignments for a majority of that month.

Call-back Time

Section 1:

An employee who is called back to work, after having left work for the day, shall receive a minimum of two (2) hours pay at the regular straight time rate. The minimum does not apply when an employee is required to work less than an hour before the employee's regular shift, or when an employee is required to work for less than an hour beyond the employee's regular shift.

When Police Officers are called to court on off duty hours such time will be considered and paid as "call-back time" as described above.

ARTICLE 8 **Probationary Period**

All original and promotional appointments shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

Section 1:

The probationary period for general personnel shall be six (6) months. The probationary period for sworn Fire and Police employees shall be twelve (12) months. The probationary period shall be sixty (60) calendar days for promotional appointments.

Section 2:

Probationary employees may be separated for any cause by the City during their probationary period without appeal. The City may discharge any such probationary employee without notice to the Union.

Section 3:

If action is not taken by the appointing authority to report to the probationary employee that he/she has not qualified for permanent status before the close of business of the last day of the probationary period, the employee shall be considered to have satisfactorily completed his/her probationary period and acquired permanent status.

Section 4:

A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former or similar position and rate of pay.

Employees serving their initial probationary period shall be eligible for appropriate related benefits as follows.

Section 5: Health and Medical Insurance

Employees shall be eligible to participate in insurance benefits at the normal level after completing the first of the month following ninety (90) days of their respective probationary period.

Section 6: Holidays

All probationary employees shall be eligible for all recognized City holidays which occur during their respective probationary period in accordance with the terms of Article 17 of this Agreement.

Section 7: Sick Leave and Vacation Leave

All probationary employees shall accrue sick and vacation leaves in accordance with the terms of Article 9 and 18. However, no employee shall be allowed to use or be paid for accrued vacation leave until and unless that employee has successfully completed his/her probationary period. However, each employee shall be eligible to use accumulated sick leave after completing the first thirty (30) days of their respective probation period.

ARTICLE 9

Sick Leave

Section 1: Eligibility

All regular full time employees who have completed their probationary period shall be eligible for paid sick leave.

Section 2: Accrual

Sick leave shall be accrued as follows:

- A. Sick leave shall be accrued for all regular full time employees at the rate of ten (10) days per year prorated per pay period up to ninety (90) days maximum.

Section 3: Usage

Sick leave shall be granted under the following circumstances:

- A. Personal illness or physical incapacity not incurred in the line of duty. In the event of illness of a parent, child, or spouse requiring the attention of the employee either at home or in the hospital up to a maximum of 24 hours per calendar year.
- B. Enforced quarantine of employee in accordance with community health regulations.

- C. For the purposes of this Agreement, pregnancy shall be treated the same as any other physical incapacity and employees shall be allowed to use accumulated sick leave during pregnancy and subsequent confinement.

Section 4: **Administration**

Sick leave shall be administered as follows:

- A. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
- B. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.
- C. In individual cases, if there is a sufficient reason to believe the employee may be abusing the sick leave privilege, the employer may require an appropriate medical certificate for all future sick leave and the employee will be advised in writing that all future sick leave may be cause for disciplinary action, up to and including dismissal.
- D. In the event an employee is injured as a result of the actions of a third party and uses sick leave, the Union and employee will join the City in action to recover from that third party. Upon successful recovery of the lost time the City will recoup the lost wages paid as sick leave and the employee will be re-credited with the amount of time used.

ARTICLE 10 **Funeral Leave**

In the event of a death of an "immediate family member," spouse, parent, child, sibling or corresponding "in-law" of the above, or a grandparent or grandchild or any relative of the employee living in the home of the employee, said employee will be granted leave with pay not to exceed five (5) working days. All leave hours granted under this provision shall be charged to the employee's sick leave balance.

ARTICLE 11 **Promotional Procedures**

When filling promotional vacancies, consideration shall first be given to the employee's ability to perform the new job and overall work record and, finally, seniority. When the ability to perform and overall work record are essentially equal, as determined by the employer, then seniority shall prevail. In the event of such vacancy, it shall be posted for at least three (3) working days.

ARTICLE 12 **Procedures for Staff Reduction**

Section 1:

In the event the Employer determines that employees must be laid off, the Employer shall consider qualifications, ability to perform and seniority, and, if qualifications, ability to perform are equal between or among affected employees, seniority shall govern.

Temporary, part-time and probationary employees performing duties within the job classification from which employees have been or are to be laid off, are to be laid off first and have no recall rights.

Section 2:

An employee to be laid off will be notified in writing at least ten (10) days prior to the effective date of the layoff.

Section 3:

Within the job classification, laid off employees will be returned to work in the reverse order in which they were laid off. No new employees will be hired for a job in the classification from which employees have been laid off until all employees laid off from that classification have been given notice of recall.

Section 4:

An employee who is laid off shall keep the Employer advised of the employee's current mailing address. Notice of recall shall be sent by certified mail to the employee's latest advised address.

Section 5:

An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said later effective date, or shall be permanently removed from the recall list.

ARTICLE 13

Grievance Procedure

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the interpretation or application of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1. **Informal:** An employee shall discuss a complaint or problem orally with the Department Head within five (5) work days following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. Within five (5) days after the decision in Step 1, or if no decision has been made within five (5) days of the informal conference, the employee shall then present the written grievance to the Department Head. The Department Head shall respond in writing within five (5) working days.

Step 3. Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the City Manager who shall respond in writing within ten (10) working days.

Step 4. If not resolved, the grievance may be submitted to arbitration within five (5) working days after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the City Administrator. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet in an attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the moving party striking first.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 2 of the grievance procedure. If a grievance is not presented within the time limits specified in the Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance is not timely answered by the Employer, it may automatically be referred to the next step.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from, or add to the provisions of the Agreement, nor to issue any decision in conflict with the laws of the State. The arbitrator's decision shall be final and binding on

the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any form other than under this grievance procedure of this Agreement, the Employer shall not be required to process the same claim or set of facts through this grievance.

ARTICLE 14

In Service Training

Section 1: Employee Training

Employee training may be provided, at the discretion of the City Manager, by specialized outside courses of instruction which do not accrue credit toward a high school diploma or high school equivalency certificate, college degree, law degree, CPA recognition or related education certification.

- A. The criteria for evaluating outside instructional courses shall be that the estimated value to the City from the training is commensurate with the total cost including tuition, transportation, meals, lodging, pay and other expenses.
- B. The cost of such training, approved and directed by the City Manager, shall be paid by the City.
- C. The City will pay for the cost of required work related license and certificate renewals as they are due. However, the City will pay for only one procedure per renewal regardless of the number of attempts an employee may require.

Section 2: Education

Regular full-time employees may request financial assistance from the City for formal academic education which will be of benefit to both the employee and the City. Such courses in contrast to "Training" do accrue credit toward a high school diploma or high school equivalency certificate, college degree, college graduate degree, law degree, CPA recognition or related educational certification.

- A. Upon the request of the employee, and approval of the City Manager, a regular full-time City employee may be reimbursed for certain expenses in accordance with the following requirements:
 - 1. That the course shall directly relate to the employee's current job duties.
 - 2. Such course work must be completed at an officially accredited educational institution.
 - 3. That the employee shall satisfy any necessary prerequisite of the course for which tuition reimbursement is being requested and shall receive approval of the City Manager prior to enrolling in the course.
 - 4. That participation in the courses shall be solely on the employee's time.
- B. Employees approved for tuition reimbursement shall be reimbursed by the City for fifty percent (50%) of their tuition for approved courses up to a maximum limit of four hundred dollars (\$400) per fiscal year. Reimbursement for tuition only, excluding books, fees, etc. shall be made upon completion of the course with a grade of "C" or better, and upon application showing evidence of successful course completion.
- C. In the event the employee chooses to pursue a course of study leading to a two (2) year associate of arts or science degree, the employee shall sign an agreement with the City agreeing to remain an

employee of the City for at least two (2) years following the receipt of said degree. If the employee chooses to leave the employment of the City prior to the expiration of his/her two (2) year time period, the employee shall repay the City the cost of his/her schooling on a pro-rata basis, based on the length of time the employee has remained with the City subsequent to receiving said degree.

- D. An employee who chooses to pursue a course of study leading to a four (4) year bachelor of arts or science degree, shall sign an agreement with the City agreeing to remain in the employ of City for four (4) years subsequent to receiving his/her degree, the employee shall repay to the City the cost of receiving this degree on a pro-rata basis, based on the number of years served for the City subsequent to receiving said degree.

ARTICLE 15

Check-off

During the life of this Agreement and in accordance with terms of the authorized dues check-off form, the City agrees to deduct union dues and assessments levied by the Union from the pay of each employee who has executed the appropriate authorization form. However, the total amount of such deductions for each employee shall not be changed more than twice during the term of this Agreement. Any employee may withdraw his/her checkoff authorization upon thirty (30) days written notice to the City and the Union. The deductions shall be certified to the City by the employees, and the aggregate deductions of all employees shall be remitted to the Union within a reasonable length of time after such deductions are made.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City. Nothing herein shall be construed as an obligation on the part of the Employer for the payment of Union dues on behalf of the employee.

ARTICLE 16

Seniority

Seniority means an employee's length of full time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- Employee quits.
- Employee is discharged.

ARTICLE 17

Holidays

Section 1:

The following shall be recognized as paid holidays:

New Year's Day	the first day in January
Washington's Birthday	the third Monday in February
Memorial Day	the last Monday in May
Independence Day	the 4 th of July
Labor Day	the 1 st Monday in September
Veteran's Day	the 11 th day of November
Thanksgiving Day	the 4 th Thursday in November
Friday after Thanksgiving	the day after Thanksgiving
Christmas Day	the 25 th of December
Employee's Birthday	taken on or after the employee's birthday within the same calendar year

Section 2:

In those cases when the holiday falls on Saturday, it shall be observed on the preceding Friday, and in those cases when the holiday falls on Sunday, it shall be observed on the following Monday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

Employees that work schedules where operations are continuous (i.e. 24/7) shall observe holidays on the actual day.

Section 3:

A regular full time employee shall be paid at the employee's straight time hourly rate for eight (8) hours, for each of the holidays not worked as set forth in this Article during the period in which they are actively employed. All employees required to actually work on any recognized holiday shall be paid one and one-half (1½) for time actually worked on the holiday in addition to the normal hours of work.

Section 4:

To be eligible for holiday pay, an employee shall work, or be on approved paid leave, their last scheduled work day immediately before, and their first scheduled work day immediately following each holiday.

ARTICLE 18

Vacations

Section 1: Accrual

During vacation periods, the employee shall receive pay at the regular straight time rate for as many hours as he or she would normally work. Employees with more than one year shall receive vacation in accordance with the following schedule:

5 Day (40 Hours) Work Week Personnel

Total Work Hours Off		Total Time Away
80	After 1 year - 2 five day work weeks	16 days
120	After 8 years - 3 five day work weeks	23 days
160	After 15 years - 4 five day work weeks	30 days

3 8-Hour Shift Departments - 24 Hour Coverage

96	After 1 year - 2 six day work weeks	18 days
144	After 8 years - 3 six day work weeks	26 days
192	After 15 years - 4 six day work weeks	34 days

24 - Hour Single Shift Departments - Fire and Ambulance

96	After 1 year - 10 calendar days	14 days
144	After 8 years - 16 calendar days	20 days
192	After 15 years - 22 calendar days up to 192 total hours	26 days

Regular Library Employees

After 1 year - 2 work weeks
After 8 years - 3 work weeks
After 15 years - 4 work weeks

Vacation time shall be non-cumulative. All vacations to begin at the start of a normal work day. A minimum of five days shall be taken in any vacation period.

Section 2: Accumulation Pay on Termination

Upon termination of employment, an employee shall be paid for unused vacation credit, computed by percentage of time employed in the current years. Such time will be paid for at the rate of pay applicable at the time of termination.

Section 3: Accumulation/Carry Over

Unused vacation time will not accumulate from year to year, except as follows: If an employee foregoes all, or part, of his or her vacation time at the request of the Department Supervisor, such vacation time will not be forfeited but paid for in cash. With the consent of the Department Supervisor, one week of vacation may be carried over from one year to the next. Application for permission to carry over vacation time must be written and turned into the Department Supervisor not later than December 1 for vacation to be taken the following year.

Section 4: Vacation Year

The vacation year shall be the calendar year from January 1st to December 31st, inclusive.

Section 5: Vacation Scheduling

Supervisors shall, annually no later than 15 December, prepare and submit a tentative vacation schedule to the City Manager for the forthcoming vacation year. The Supervisor has the option to make changes prior to May 1st by swapping of set periods by employees within their departments, subject to the City Manager's written approval.

ARTICLE 19
Health and Safety Matters

The City will continue to provide certain articles of clothing and equipment for Police Officers. At the time of appointment the City will outfit each officer with:

3 long sleeve shirts	3 short sleeve shirts
3 pairs of trousers	1 Hi Glo badge - Safety catch
1 name plate	1 set of collar brass
1 tie	1 spring coat
1 winter coat	1 rain coat
1 pair of shoes	1 standard duty holster
1 pair of hand cuffs	1 set of leather belt keepers
1 hand cuff case	1 flashlight holder
1 key keeper	1 baton ring holder
1 double magazines holder	1 leather duty belt
1 vest (body armor)	1 walkie holder

Beginning with the second year of service each Police Officer will be provided up to \$375 per year to replace worn or damaged items. Upon presentation of the worn or damaged item the officer will receive a replacement article which will be charged against his/her \$375 account for the year.

Beginning with the second year of service each Dispatcher will be provided up to \$150 per year to replace worn or damaged clothing.

Those employees who are required to wear approved safety shoes/boots at work will be reimbursed up to \$175.00 each twenty-four (24) month period with proof of purchase.

The City shall make reasonable provisions for the safety and health of employees during the hours of their employment, and shall provide protection devices and other equipment necessary to protect the employees from injury or illness in conformance with applicable state and federal laws.

Employees are expected to follow established City safety rules and regulations and to follow established procedures for reporting occupational injuries and illness to their supervisors.

ARTICLE 20

Health Insurance

The City will continue to provide health insurance for employees and their family. Effective January 1, 2007, an employee electing health insurance coverage shall pay 12% of the monthly premium. The City will pay 88% of the health insurance premium. The benefit package will continue to include the following:

- Office Visit co-pay - \$15.00
- Co-pay - in network @ 80/20% and out of network @ 60/40%
- Deductible - \$250 single/\$750 family
- Rx Drug - \$10-\$20-\$40 plus a stand alone \$100 deductible
- Hospital/confinement-\$100 in network and \$500 out of network
- Maximum out of pocket-\$1,000 in addition to the applicable deductible(s)

The City may re-bid the insurance and obtain a new carrier but the insurance coverage will remain comparable.

ARTICLE 21

Wages

Effective July 1, 2006, there will be a \$0.39 per hour increase as shown in Appendix A.
Effective July 1, 2007, there will be a \$0.44 per hour increase as shown in Appendix B.
Effective July 1, 2008, there will be a \$0.48 per hour increase as shown in Appendix C.

The City will select and assign one (1) employee in each of the following departments: Streets, Park, and Cemetery to perform chemical spraying duties. An employee so assigned will be paid an additional fifty dollars (\$50) per month above their normal rate of pay in recognition of the certification. Such employee(s) must possess and maintain a valid chemical sprayer certification issued by the State of Iowa or Page County.

Employees working in water treatment or waste water treatment will receive extra pay for their possession of a valid Water Treatment Certification, issued by the State of Iowa, as follows:

GRADE I	-	\$50 per month
GRADE II	-	\$50 per month (Total \$100)
GRADE III	-	\$50 per month (Total \$150)
GRADE IV	-	\$50 per month (Total \$200)

Each employee assigned as a Dispatcher and who is, and remains, certified by the Iowa N.C.I.C. will be paid an additional fifty (\$50) dollars per month as part of their normal rate of pay in recognition of the certification.

Shift Premium Pay

Each employee who is regularly assigned to work a shift (8 hours) which begins between 1:00 p.m. and 8:00

p.m. shall receive an additional twenty cents (\$0.20) per hour above their normal rate. Each employee who is regularly assigned to work a shift (8 hours) which begins between 8:00 p.m. and 3:00 a.m. shall receive an additional thirty cents (\$0.30) per hour above their normal rate. This premium pay will be paid only for time actually worked on said shift, i.e., an employee who works such a shift three (3) days per week but not the other two (2) days will receive the premium pay for only the three (3) days. This provision is only applicable to employees of the Police Department and employees in the Water Treatment classification.

ARTICLE 22

Complete Agreement and Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement.

Therefore, the City and the Union for the life of this Agreement agree that the other party shall not be obligated to bargain collectively with respect to any subject covered in this Agreement, or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they negotiated or signed this Agreement.

ARTICLE 23

No Strike - No Lockout

Neither the Union, its officers or agents, nor any employee will directly induce, instigate, encourage, authorize, ratify or participate in any strike against the Employer. A strike is defined as an employee's refusal, in concerted action with others, to report to duty or to be willfully absent from work, or the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

The Employer will not engage in any "lock-out" activity of the employees in this unit during the term of this Agreement.

ARTICLE 24

Separability and Savings

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 25

Agreement Duration

This Agreement shall be in full force and effect for a period beginning July 1, 2006, to and including June 30, 2009.

This instrument is agreed to and executed this 30 day of May, 2006.

CITY OF SHENANDOAH, IOWA

By Byron Harris
Byron Harris
City Administrator

TEAMSTERS LOCAL UNION #238

By Gary Dunham
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Teamsters Local #238

APPENDIX A
WAGES EFFECTIVE JULY 1, 2006

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SERGEANT	\$15.77	\$16.29	\$16.87
POLICE OFFICER	\$14.67	\$14.85	\$15.24
DISPATCHER	\$10.43	\$10.94	\$11.25
FIRE FIGHTER	\$ 8.97	\$ 9.20	\$ 9.46
PARK WORKER	\$10.90	\$11.52	\$12.19
SR. WATER FIELD WORKER	\$12.93	\$13.82	\$16.33
WATER FIELD WORKER	\$12.12	\$12.93	\$13.82
SR. STREET WORKER	\$10.66	\$11.80	\$13.19
STREET WORKER	\$ 9.82	\$10.66	\$11.80
SR. SEWER WORKER	\$12.63	\$13.37	\$14.14
CUSTODIAN	\$12.24	\$12.83	\$13.45
MECHANIC	\$14.69	\$15.39	\$16.16
UTILITY WORKER	\$ 9.28	\$ 9.70	\$10.15
LABORER	\$ 9.82	\$10.57	\$11.07

LIBRARY CLASSIFICATION

ANNUAL SALARY

Technology and Teen Librarian	\$ 29,723.20
Circulation Librarian	\$ 27,164.80
Head of Children's Services	\$ 31,345.60

APPENDIX B
WAGES EFFECTIVE JULY 1, 2007

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SERGEANT	\$16.21	\$16.73	\$17.31
POLICE OFFICER	\$15.11	\$15.29	\$15.68
DISPATCHER	\$10.87	\$11.38	\$11.69
FIRE FIGHTER	\$ 9.41	\$ 9.64	\$ 9.90
PARK WORKER	\$11.34	\$11.96	\$12.63
SR. WATER FIELD WORKER	\$13.37	\$14.26	\$16.77
WATER FIELD WORKER	\$12.56	\$13.37	\$14.26
SR. STREET WORKER	\$11.10	\$12.24	\$13.63
STREET WORKER	\$10.26	\$11.10	\$12.24
SR. SEWER WORKER	\$13.07	\$13.81	\$14.58
CUSTODIAN	\$12.68	\$13.27	\$13.89
MECHANIC	\$15.13	\$15.83	\$16.60
UTILITY WORKER	\$ 9.72	\$10.14	\$10.59
LABORER	\$10.26	\$11.01	\$11.51

LIBRARY CLASSIFICATION

ANNUAL SALARY

Technology and Teen Librarian	\$ 30,638.40
Circulation Librarian	\$ 28,080.00
Head of Children's Services	\$ 32,260.80

APPENDIX C
WAGES EFFECTIVE JULY 1, 2008

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
SERGEANT	\$16.69	\$17.21	\$17.79
POLICE OFFICER	\$15.59	\$15.77	\$16.16
DISPATCHER	\$11.35	\$11.86	\$12.17
FIRE FIGHTER	\$ 9.89	\$10.12	\$10.38
PARK WORKER	\$11.82	\$12.44	\$13.11
SR. WATER FIELD WORKER	\$13.85	\$14.74	\$17.25
WATER FIELD WORKER	\$13.04	\$13.85	\$14.74
SR. STREET WORKER	\$11.58	\$12.72	\$14.11
STREET WORKER	\$10.74	\$11.58	\$12.72
SR. SEWER WORKER	\$13.55	\$14.29	\$15.06
CUSTODIAN	\$13.16	\$13.75	\$14.37
MECHANIC	\$15.61	\$16.31	\$17.08
UTILITY WORKER	\$10.20	\$10.62	\$11.07
LABORER	\$10.74	\$11.49	\$11.99

LIBRARY CLASSIFICATION

ANNUAL SALARY

Technology and Teen Librarian	\$ 31,636.80
Circulation Librarian	\$ 29,078.40
Head of Children's Services	\$ 33,259.20